

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER SP0600-03-00903		PAGE 1 of 20	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER SP0600-03-R-0310	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME BARBARA J BLACKSHERE				b. TELEPHONE NUMBER (No collect calls) 210-925-2427	
9. ISSUED BY		CODE		SP0600		10. THIS ACQUISITION IS	
DEFENSE ENERGY SUPPORT CENTER (DESC-MK) BLDG 1621-K 2261 HUGHES AVE, STE 128 LACKLAND AFB TX 78236-9828 BARBARA J BLACKSHERE 210-925-2427 barbara.blackshere@dla.mil		<input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 325120 SIZE STANDARD: 1000		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED		12. DISCOUNT TERMS	
				<input type="checkbox"/> SEE SCHEDULE <input checked="" type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)			
				13b. RATING DO-A2			
				14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP			
15. DELIVER TO		CODE		16. ADMINISTERED BY			
SEE PART I, Clause B1.09.200 SCHEDULE OF SUPPLIES/SERVICES				SEE BLOCK 9			
17a. CONTRACTOR/ OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY	
						SC0600	
TELEPHONE NO.				Defense Finance and Accounting Service Columbus Center ATTN: DFAS/BVDFB (Missile Fuels) P. O. Box 182317 Columbus, OH 43218-2317 EFT:T			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM (FOR SERVICES)					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		SEE ATTACHED PART I, Clause B.109.200 SCHEDULE OF SUPPLIES/SERVICES					
						23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER SYLVIA T URIAS		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER PARTIAL FINAL		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		35. AMOUNT VERIFIED CORRECT FOR	
32c. DATE				36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
32c. DATE				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY (Print)		40. PAID BY	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		42b. RECEIVED AT (Location)	
41c. DATE				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

SOLICITATION FORMAT**PART I – SF 1449 CONTINUED****IMPORTANT NOTICES TO OFFERORS**

1. This solicitation is for the production and delivery of Liquid Air in accordance with Schedule B. Contractor's facility shall be available for product delivery to customers to commence 01 May 2003.
2. The Government plans to award a five-year Requirements type contract for the supplies and services specified in the schedule.
3. The five-year Best Estimated Quantity (BEQ) will be used in evaluation of the proposals.
4. Facsimile proposals are authorized for this solicitation in accordance with Clause L2.11-2 and shall be followed with a hardcopy by mail.
5. Central Contractor Registration (CCR) is required and is available at www.ccr.gov or (888) 332-9333 #3.
6. Unless you specifically state otherwise, your offer is assumed to accept all terms and conditions of this solicitation. Any exceptions to any part of this solicitation must be specifically identified in a cover letter to your proposal. Any exception taken by the offeror will be considered by the Government and either accepted or rejected. Exceptions that are accepted by the Government will be incorporated into any resultant contract; exceptions that are rejected by the Government must be withdrawn by the offeror or the offer will be rejected. Offerors must propose on all line items in order for their proposal to be considered.

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PART I – CONTINUATION OF SF1449**B1.09.200 SUPPLIES TO BE FURNISHED (MISSILE FUELS) (DESC JAN 2003)**

(a) The supplies (and services, if applicable) to be furnished during the period specified in the REQUIREMENTS clause, as well as the delivery/loading date, the delivery points, method(s) of delivery, and best estimated quantities (BEQ) are shown below as Contract Line Items (CLINs). The BEQs shown are best estimates only of the Government's requirements. Unless otherwise specified, the total quantity ordered and required to be delivered/loaded may be greater than or less than such quantities. The Government agrees to order from the Contractor and the Contractor shall deliver, if orders are placed by the DESC Contracting Officer during the contract period, all items awarded under this contract. The unit prices specified below shall be fixed for the term of the contract unless an ECONOMIC PRICE ADJUSTMENT Clause is otherwise included in the Schedule.

(b) All items of this contract call for delivery f.o.b. destination unless the item otherwise specifies. The destination for each item is the point of delivery shown in the particular item. Inspection for quality will be at origin with final acceptance at destination.

(c) Delivery Schedules issued by the DESC Item Manager are considered extensions of the Blanket Delivery Order issued by the DESC Contracting Officer, and as such, may be issued orally, by facsimile, or by electronic commerce methods as allowed by Clause I211 ORDERING.

(d) Offers shall not be submitted for quantities less than the estimated quantities specified below for each line item. Any offers received for less than the full quantity for each line item will be rejected by the Government.

(DESC 52.207-9F77)

<u>ITEM</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY/UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001	LIQUID AIR IAW ITEM DESCRIPTION, dated 23 Oct 2002 NSN: 9135-01-103-8068 Product Code: 39 Normal Delivery IAW SOO 2.2	XX GL	\$XXXXX GL	\$XXXXX GL
0001AA	YEAR ONE (01 May 03 – 30 Apr 04)	38,500 GL	\$ _____ GL	\$ _____ GL
0001AB	YEAR TWO (01 May 04 – 30 Apr 05)	38,500 GL	\$ _____ GL	\$ _____ GL
0001AC	YEAR THREE (01 May 05 – 30 Apr 06)	38,500 GL	\$ _____ GL	\$ _____ GL
0001AD	YEAR FOUR (01 May 06 – 30 Apr 07)	38,500 GL	\$ _____ GL	\$ _____ GL
0001AE	YEAR FIVE (01 May 07 – 30 Apr 08)	38,500 GL	\$ _____ GL	\$ _____ GL
0002	Emergency Delivery Fee IAW SOO 2.2 Additive above the unit price proposed in CLIN 0001AA through CLIN 0001AE		\$ _____ GL	
This CLIN shall not be considered in the evaluation of offers for award. However, unbalanced bids will not be accepted.				
0003	Delay and Standby established in accordance with Paragraph 4.0 of Statement of Objectives	PER QTR HR	\$ _____ PER QTR HR	

SHIP PRODUCT TO:

656 Support Squadron Logistic
1433 5th Street
Arnold AFB TN 37389-9100

MARK FOR: To be cited on each DD Form 250 (Blk 14)

Appropriate Customer Identification Number (CIC) as specified on each propellant delivery schedule. Unit of Issue is U.S. Gallon. Reporting of gallons will be in whole numbers only.

DESCRIPTION/SPECIFICATIONS**C1.01 SPECIFICATIONS (DESC APR 1984)**

Product(s) to be supplied shall fully meet the requirements of the applicable specification(s).

<u>ITEM NR</u>	<u>SPECIFICATION, STANDARDS AND/OR ATTACHMENTS</u>
CLIN 0001	ITEM DESCRIPTION, Liquid Air, dated 23 October 2002 (DESC 52.246-9FU1)

PACKAGING AND HANDLING**D10 PACKAGING REQUIREMENTS (MISSILE FUELS) (DESC NOV 2002)**

(a) The Contractor shall be responsible for ensuring hazardous materials are in full compliance with all applicable packaging/packing, marking, labeling, placarding, blocking and bracing, and palletizing and shipping certifications in force and effect on the date of the shipment in accordance with the following applicable rules and regulations for the individual hazard, ultimate destination, and mode of transportation:

- (1) Title 49 of the Code of Federal Regulations (49 CFR) -- Packaging.
- (2) DLA 4145.3, Preparing Hazardous Materials for Military Air Shipments.
- (3) International Air Transport Association (IATA) -- Dangerous Goods Regulations.
- (4) International Civil Aviation Organization (ICAO) -- Technical Instructions for the Safe Transportation of

Dangerous Goods by Air.

(5) International Maritime Organization (IMO) -- International Maritime Dangerous Goods (IMDG) Code (for overseas shipments by vessel).

(6) MIL-STD 129, Standard Practice for Military Marking (for military destinations).

(7) MIL-HDBK 774, Department of Defense Handbook, Palletized Unit Loads (for guidance only).

- (b) Contractor commercial packaging (ASTM D 3951) shall also be in compliance with the requirements listed.
(DESC 52.223-9F17)

INSPECTION AND ACCEPTANCE**E1.15.100 CONTRACTOR INSPECTION RESPONSIBILITIES (MISSILE FUELS) (DESC DEC 2002)****(a) QUALITY CONTROL PLAN.**

(1) The Contractor shall provide and maintain an inspection system and a written Quality Control Plan (QCP) acceptable to the Government. If the Contractor is ISO certified Q91 (ISO9001) Quality Management Systems, they have the option to offer their Q91 inspection system as their QCP provided their Q91 written plan incorporates all the QCP elements identified below. The QCP shall be established and reviewed for adequacy by the Quality Representative (QR) prior to commencement of production or services.

(2) The QCP shall include: (i) a schematic diagram of plant facilities pertinent to the inspection system indicating all inspection points, (ii) sampling procedures, (iii) sample testing methods/procedures, (iv) analytical and measuring equipment calibration program, (v) loading/shipping procedures, (vi) records maintenance and reports preparation/distribution, and (vii) corrective action procedures.

(b) The Contractor shall perform all inspection tests required by the specification/item description of the supplies to be furnished under this contract or shall have such tests performed in a laboratory acceptable to the Government. The Contractor shall notify the assigned QR in sufficient time to permit inspection by the Government. When such tests are performed at origin on supplies to be accepted at destination, documentation that will enable verification of the original test results shall be provided to the Government at the time of acceptance.

(DESC 52.246-9FE2)

E22.01 QUALITY REPRESENTATIVE (DESC JUL 1999)

The Quality Office assigned inspection responsibility under this contract is **TO BE DETERMINED AT TIME OF AWARD.**

(DESC 52.246-9F35)

E35 NONCONFORMING SUPPLIES AND SERVICES (DESC APR 2001)

(a) It is the policy of the Government that supplies or services that do not conform in all respects to the contract requirements should be rejected. However, there may be circumstances when acceptance of such nonconforming supplies or services is in the interest of the Government. No deviation will be granted unless specifically approved by the Contracting Officer or duly authorized representative.

(b) The following procedures apply to requests for specification waivers.

(1) Requests for deviations and waivers shall be submitted by the Contractor to the Contracting Officer with a copy to the Quality Representative (QR). Each request shall provide the following information: Contractor name; contract

number; contract line item and product, if applicable; clause number, paragraph and subparagraph, as appropriate; the nature of the request; the reason for the request; the corrective action being taken by the Contractor to correct and prevent recurrence of the condition(s) causing the nonconformance; and equitable price adjustment offered over the administrative fee. In extraordinary situations, the Contractor may initially submit the request for a deviation or waiver through the cognizant QR to the Contracting Officer or the Contracting Officer's Representative (COR) in the Directorate of Quality Assurance and Technical Operations, Defense Energy Support Center (DESC). Extraordinary situation requests shall be submitted formally to the Contracting Officer prior to close of business of the next DESC normal workday. As used in this clause, the term "extraordinary situation" means the matter cannot await resolution until the DESC normal workday (0800 to 1630 hours), Monday through Friday - Federal holidays excluded. In addition, if either the Contracting Officer or the COR cannot be reached, the Duty Officer shall be contacted and provided the necessary information to forward to the proper individuals as soon as possible. The Duty Officer's telephone number is (800) 286-7633, (703) 767-8420, or (DSN) 427-8420.

(2) If the waiver is granted, the contract will be modified to provide an equitable price reduction or other adequate consideration commensurate with the waiver being granted. If the situation dictates, a waiver may be granted without prior agreement on price adjustment or other consideration subject to agreement by the Contractor, or its representative, to subsequent negotiation. Such agreement shall be documented on the receiving document or other appropriate correspondence. After negotiations, failure to agree on adequate consideration shall be a dispute concerning a question of fact within the meaning of paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS clause of this contract.

(3) If the waiver is granted and the nonconforming supplies are accepted, then in no event will consideration be less than \$250 to cover administrative costs, plus any additional cost of Government inspection or tests if reinspection or retest is necessary.

(4) If the waiver is granted modifying this contract but the supplies accepted are nevertheless determined to be in conformity with contract specifications, the Contractor shall still be obligated to pay the consideration originally agreed upon in support of the waiver. If, however, this consideration exceeds \$500, a second contract modification shall be issued reducing the Contractor's obligation to \$500 (the administrative cost of issuing the two required modifications).

(c) When notification of nonconforming supplies is received after the supplies have been accepted, and the Government determines not to exercise its right to reject or to require correction under the INSPECTION OF SUPPLIES - FIXED-PRICE or INSPECTION AND ACCEPTANCE OF SUPPLIES clause, then in no event will consideration be less than \$250 to cover administrative costs. This \$250 fee is in addition to—

(1) Consideration commensurate with the extent of nonconforming supplies; and

(2) Cost of Government inspection or tests if reinspection or retest is necessary.

The administrative fee will apply to each claim letter issued for off-specification product delivered to an activity.

(d) Contractors shall be held responsible for payment of any fines or penalties imposed on a receiving activity by an environmental enforcement agency, resulting from the delivery of nonconforming supplies under a DESC contract.

(c) Repeated tender of nonconforming supplies or services, including those with only minor defects, will be discouraged by appropriate action such as rejecting the supplies or services whenever feasible and documenting the Contractor's performance records.

(DESC 52.246-9FQ5)

DELIVERIES OR PERFORMANCE

F1.36 DETERMINATION OF QUANTITY (PROPELLANTS, CRYOGENICS AND GASES) (MISSILE FUELS)(DESC SEP 2002) (a) QUANTITY.

The quantity of supplies furnished under this contract shall be determined according to one of the following methods: (1) Calibrated flow meter; or

(2) Weight using calibrated scales. The Government has the right to have a representative present to witness the measurement of quantity. (b) MEASUREMENT STANDARDS. Weight scales used in determining net shipping volumes shall be certified as calibrated within frequency required by local regulation. If no local regulation exists, the frequency of calibration shall be conducted in accordance with weight scale manufacturer recommendation or every six months, whichever is more frequent. All flow meters used in determining product volume shall be calibrated by frequency required by local regulation (foreign or domestic). If no local regulation exists, then the frequency of calibration shall be that recommended by the meter manufacturer or every six months, whichever is more frequent. The net quantity shipped shall be reported in Block 17 on the DD Form 250.

(DESC 52.211-9FB6)

F3.04 TRANSPORTATION OF HAZARDOUS MATERIALS (MISSILE FUELS) (DESC NOV 2002)

The Contractor shall be responsible for ensuring the transportation of hazardous materials is in full compliance with all applicable rules and regulations below that are in force and effect on the date of the shipment for the individual hazard, ultimate destination, and mode of transportation:

(a) Title 49 of the Code of Federal Regulations (49 CFR) -- Transportation.

(b) DLAI 4145.3, Preparing Hazardous Materials for Military Air Shipments.

(c) International Air Transport Association (IATA) -- Dangerous Goods Regulations.

(d) International Civil Aviation Organization (ICAO) -- Technical Instructions for the Safe Transportation of Dangerous Goods by Air.

(e) International Maritime Organization (IMO) -- International Maritime Dangerous Goods (IMDG) Code (for overseas shipments by vessel).

(DESC 52.247-9FJ6)

CONTRACT ADMINISTRATION DATA

G3.01 PAYMENT DUE DATE (DESC OCT 1988)

When payment due date falls on a Saturday or Sunday, or on a United States Official Federal holiday, payment will be due and payable on the following workday.

(DESC 52.232-9F45)

PART II – CONTRACT CLAUSES

I1.20-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DESC NOV 1999)

(a) This clause incorporates contract clauses and solicitation provisions by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

(b) The full text of any FAR, DFARS, or DLAD solicitation clause or provision may be accessed electronically at these addresses:

FAR/DFARS: <http://farsite.hill.af.mil>

FAR/DFARS: <http://www-far.npr.gov>

DLAD: <http://www.procregs.hq.dla.mil/icps.htm>

(c) All **DESC** clauses and provisions are contained in full text in this document.

(d) **Solicitation Provisions Only.** The offeror is cautioned that the solicitation provisions listed in (e)(1) below may include blocks that must be completed by the offeror and submitted with its quotation or offer. As long as the offeror identifies the solicitation provision by number, the offeror may simply complete those paragraphs requiring fill-in information to submit with its quotation or offer. In addition to the solicitation provisions listed in (e)(1) below, the contract clauses listed in (e)(2) below shall apply to any resultant contract but do not require the submission of additional offer information.

(e) The following FAR/DFARS/DLAD contract clauses and solicitation provisions are hereby incorporated by reference in addition to those listed in the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS and the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS clauses:

(1)		
<u>SOLICITATION PROVISION NUMBER</u>	<u>REGULATORY NUMBER</u>	<u>PROVISION TITLE</u>
	DFAR 252.225-7003	INFORMATION FOR DUTY-FREE ENTRY EVALUATION (MAR 1998)
	DFAR 252.-225-7035	BUY AMERICAN ACT – NORTH AMERICAN FRE TRADE AGREEMENT IMPLEMENTATION ACT – BALANCE OF PAYMENTS PROGRAM CERTIFICATE (MAR 1998)
	FAR 52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)
	DLAD 52.211-9002	PRIORITY RATING FOR NATIONAL DEFENSE USE (MAR 2000) DLAD
(2)		
<u>CONTRACT CLAUSE NUMBER</u>	<u>REGULATORY NUMBER</u>	<u>CLAUSE TITLE</u>
E5	FAR 52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE (AUG 1996)
F18	FAR 52.247-31	F.O.B. DESTINATION (NOV 1991)
F105	FAR 52.211-16	VARIATION IN QUANTITY (APR 1984)
		(b) <u>10% Percent increase</u> <u>10% Percent decrease</u> This increase or decrease shall apply to CLIN 0001.
I84	FAR 52.216-21	REQUIREMENTS (OCT 1995)
I1.03-1	FAR 52.212-4	(f) <u>60 days after expiration of the ordering period.</u> CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (DEC 2001)
I1.07	DFARS 252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)
I114	FAR 52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEC 1989)
I118	FAR 52.211-15	DEFENSE PRIORITY AND ALLOCATION

I198	DFARS 252.243-7001	REQUIREMENTS(SEP 1990)
I211	FAR 52-216-18	PRICING OF CONTRACT MODIFICATIONS (DEC 1991)
		ORDERING (OCT 1995)
		<u>Date of award through 30 April 2008</u>
L2.05	FAR 52.212-1	INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (OCT 2000)
L2.11-2	FAR 52.215-5	FACSIMILE PROPOSALS (OCT 1997)
		(210) 925-9758
L5.01-1	DLAD 52.233-9000	AGENCY PROTESTS (SEP 1999) – DLAD
L74	FAR 52.216-1	TYPE OF CONTRACT (APR 1984)
		<u>Firm Fixed Price Requirements Type Contract</u>
		(DESC 52.252-9F08)

I190.06 MATERIAL SAFETY DATA SHEETS -- COMMERCIAL ITEMS (DESC MAR 2000)

(a) The Contractor agrees to submit to the Contracting Officer, upon request, a Material Safety Data Sheet (MSDS) that meets the requirements of 29 CFR 1910.1200(g) and the latest revision of Federal Standard No. 313 for all requested contract items. MSDSs must cite the contract number, the applicable CAGE code of the manufacturer, and, where so identified, the National Stock Number (NSN).

(b) The data on the MSDSs must be current and complete, reflecting the final composition of the product supplied. Should the description /composition of the product change in any manner from a previously submitted MSDS, the Contractor shall promptly provide a new MSDS to the Contracting Officer.

(DESC 52.223-9F06)

PART 11 – CONTRACT CLAUSE CONTINUATION

I1.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (DEC 2001)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755);

(2) 52.233-3, Protest After Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b), that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

☐ 52.222-19, Child Labor – Cooperation with Authorities and Remedies (E.O. 13126).

☐ 52.222-21, Prohibition of Segregated Facilities (Feb 1999)

☐ 52.222-26, Equal Opportunity (E.O. 11246).

☐ 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other

Eligible Veterans (38 U.S.C. 4212).

☐ 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

☐ 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other

Eligible Veterans (38 U.S.C. 4212).

☐ 52.225-5, Trade Agreements (19 U.S.C 2501, et seq., 19 U.S.C. 3301 note).

☐ 52.225-13, Restriction on Certain Foreign Purchases (E.O.'s 12722, 12724, 13059, 13067; 13121, and

13129).

☐ 52.232-33, Payment by Electronic Funds Transfer -- Central Contractor Registration (31 U.S.C. 3332).

☐ 52.232-34, Payment by Electronic Funds Transfer -- Other than Central Contractor Registration (31

U.S.C. 3332).

(c) The Contractor shall comply with FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1103-4(c) or (d) (see DoD Class Deviation number 2000-O0006).

(d) **COMPTROLLER GENERAL EXAMINATION OF RECORD.** The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, AUDIT AND RECORDS - NEGOTIATION.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the DISPUTES clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by any addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components:

52.222-26, Equal Opportunity (E.O. 11246);

52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans, (38 U.S.C. 4212); and

52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(FAR 52.212-5)

I1.05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (NOV 2001)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☒ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components.

☒ 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(c) In addition to the clauses listed in paragraph (e) of the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(DFARS 252.212-7001)

PART III – CONTRACT DOCUMENTS AND OTHER ATTACHMENTS

STATEMENT OF OBJECTIVES
ITEM DESCRIPTION, Liquid Air, DATED 23 Oct 2002
Guidelines for Preparation of Analysis Reports, dated Sept 2002
H-14-Transport Equipment Delay Certificate
CONTRACTOR PAST PERFORMANCE DATA REPORT

ATTACHMENT 1
ATTACHMENT 2
ATTACHMENT 3
ATTACHMENT 4
ATTACHMENT 5

PART IV – SOLICITATION PROVISIONS

INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS

ADDENDUM TO L2.05

L1.02 PROPOSAL ACCEPTANCE PERIOD (DESC NOV 1991)

(a) **Acceptance period**, as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of proposals.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The Government requires a minimum acceptance period of 60 calendar days.

(d) If the offeror specifies an acceptance period which is less than that required by the Government, such offer may be rejected.

The offeror agrees to execute all that it has undertaken to do, in compliance with its offer, if such offer is acceptable to the Government and is accepted within the acceptance period stated in (c) above or within any extension thereof that has been agreed to by the offeror.

(DESC 52.215-9FB1)

L54 SITE VISIT (DESC OCT 1992)

(a) It is the responsibility of the offerors/bidders to inspect the site where supplies are to be delivered and to obtain all available information about the site necessary to satisfy themselves about general and local conditions that may affect delivery and the cost of contract performance, to the extent that the information is reasonably obtainable.

Offerors/bidders are responsible for any costs incurred for any site inspection and for obtaining information.

(b) In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(DESC 52.237-9F05)

L203 HANDCARRIED OFFERS AND EXPRESS DELIVERY SERVICE (DESC JAN 1998)

(a) Any handcarried offer must be received at the depository indicated on the Standard Form (SF) 33 or SF 1449 of this solicitation by the date and time specified for receipt of offers. Evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the solicitation wrapper or other documentary evidence of receipt maintained by the installation.

(b) Offers delivered by an express delivery service will be considered "handcarried." Therefore, bidders/offerors that respond to this solicitation using an express delivery service must ensure that the express delivery service "handcarries" the offer to the depository indicated on the SF 33 or SF 1449.

The term **express delivery service** does not include Express Mail delivered by the United States Postal Service. Express Mail will be considered "mail" under the LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS provision or the Late Offers paragraph of the INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS or INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITIONS provision.

(DESC 52.252-9F05)

EVALUATION – COMMERCIAL ITEMS

M2.14 EVALUATION -- COMMERCIAL ITEMS (MISSILE FUELS) (DESC NOV 2002)

(a) Award will be made on the basis of proposals meeting or exceeding the acceptability standards for noncost factors. Noncost factors to be evaluated shall be technical capability and past performance. Of the technically acceptable proposals, the proposal with the lowest evaluated price will be awarded the contract.

(b) A written notice of award or acceptance of offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(DESC 52.212-9F70)

ADDENDUM TO M2.14

M10 EVALUATION - ALL OR NONE (DESC MAR 2000)

Offers that tie one item to another (i.e., "If awarded Item 0020, we will accept items 0019 & 0021"; "We will only accept Item 0001 if awarded Item 0002"; "We will only accept Item 0003 & Item 0010 together") will be considered "All or None" offers for those items that are "tied" together. Offers or proposals submitted on an "All or None" basis will be evaluated in the aggregate, and the award for those items "tied" together will be made at the lowest overall cost to the Government, price and other factors considered. Offers may also specify a minimum quantity for award and award will be made at the lowest overall cost to the Government, price and other factors considered. Offers may not, however, tie F76 with other products, tie together the product or quantity from one refinery or production facility with the product or quantity from a separate refinery or production facility, nor include an overall minimum quantity for award that ties together the products or quantities of separate refineries or production facilities. Such offers will be rejected as unacceptable.

(DESC 52.209-9F40)

OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS**K1.01-10 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (ALTS I/III)
(APR 2001/OCT 2000/OCT 2000)****(a) DEFINITIONS.** As used in this provision--

(1) **Emerging small business** means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

(2) **Forced or indentured child labor means** all work or service—

(i) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(ii) **Performed by any person under the age of 18 pursuant to a contract, the enforcement of which can be accomplished by process of penalties.**

(3) **Service-disabled veteran-owned small business concern—**

(i) Means a small business concern—

(A) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(B) **The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.**

(ii) Service disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

(4) **Small business concern** means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

(5) **Veteran-owned small business concern means a small business concern—**

(i) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(ii) The management and daily business operations of which are controlled by one or more veterans.

(6) **Women-owned business concern** means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(7) **Women-owned small business concern** means a small business concern--

(i) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(ii) Whose management and daily business operations are controlled by one or more women.

(b) TAXPAYER IDENTIFICATION NUMBER (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) TAXPAYER IDENTIFICATION NUMBER (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other. State basis. _____

(4) TYPE OF ORGANIZATION.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

- ☐ International organization per 26 CFR 1.6049-4;
☐ Other: _____.

(5) COMMON PARENT.

- ☐ Offeror is not owned or controlled by a common parent.
☐ Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) SMALL BUSINESS CONCERN. The offeror represents as part of its offer that it--

- ☐ is
☐ is not

a small business concern.

(2) VETERAN-OWNED SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it—

- ☐ is
☐ is not

a veteran-owned small business concern.

(3) SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it—

- ☐ is
☐ is not

a service-disabled veteran-owned small business concern.

(4) SMALL DISADVANTAGED BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it--

- ☐ is
☐ is not

a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) WOMEN-OWNED SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it--

- ☐ is
☐ is not

a women-owned small business concern.

NOTE: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOMEN-OWNED BUSINESS CONCERN (OTHER THAN SMALL BUSINESS CONCERN). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it -

- ☐ is

a women owned business concern.

(7) **TIE BID PRIORITY FOR LABOR SURPLUS AREA CONCERNS.** If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price.

(8) **SMALL BUSINESS SIZE FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM AND FOR THE TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM.** (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) **(Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs)).** The offeror represents as part of its offer that it--

☐ is
☐ is not

an emerging small business.

(ii) **(Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs)).** The offeror represents as follows:

(A) The offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) The offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following:)

<u>NUMBER of EMPLOYEES</u>	<u>AVERAGE ANNUAL GROSS REVENUES</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) **(Complete only if the solicitation contains the clause at FAR 52.219-23, NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS, or FAR 52.219-25, SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM - DISADVANTAGED STATUS AND REPORTING, and the offeror desires a benefit based on its disadvantaged status.)**

(i) **GENERAL.** The offeror represents that either--

(A) It--

☐ is
☐ is not

certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It--

☐ has

[] has not

submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) **JOINT VENTURE UNDER THE PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS.** The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:

_____.

(10) **(Complete if the offeror represented itself as disadvantaged in paragraph (c)(2) or (c)(9) of this provision.)** The offeror shall check the category in which its ownership falls:

[] Black American

[] Hispanic American

[] Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

[] Asian-Pacific American (persons with origin from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam,

Samoa,

Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

[] Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

[] Individual/concern, other than one of the preceding.

(11) **HUBZONE SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)** The offeror represents as part of its offer that--

(i) It--

[] is

[] is not

a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns Maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It--

[] is

[] is not

a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating on the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.)

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) **CERTIFICATIONS AND REPRESENTATIONS REQUIRED TO IMPLEMENT PROVISIONS OF EXECUTIVE ORDER 11246.**

(1) **PREVIOUS CONTRACTS AND COMPLIANCE.** The offeror represents that--

(i) It--

☐ has

☐ has not

participated in a previous contract or subcontract subject to the EQUAL OPPORTUNITY clause of this solicitation; and

(ii) It--

☐ has

☐ has not

filed all required compliance reports.

(2) **AFFIRMATIVE ACTION COMPLIANCE.** The offeror represents that--

(i) It--

☐ has developed and has on file

☐ has not developed and does not have on file

at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It--

☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) **CERTIFICATION REGARDING PAYMENTS TO INFLUENCE FEDERAL TRANSACTIONS (31 U.S.C. 1352).** (Applies only if the contract is expected to exceed \$100,000). By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) **BUY AMERICAN ACT - TRADE AGREEMENTS - BALANCE OF PAYMENTS PROGRAM CERTIFICATE (DFARS 252.225-7006).** (Applies only if DFARS clause 252.225-7007, TRADE AGREEMENTS ACT, is incorporated by reference in this solicitation.)

(1) The offeror certifies that--

(i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product (as defined in the BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM clause of this solicitation); and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror must identify and certify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies qualify as "U.S.-made end products" but do not meet the definition of "domestic end product":

(Insert line item no.)

(ii) The offeror certifies that the following supplies are qualifying country end products:

(Insert line item no.)

(Insert country of origin)

(iii) The offeror certifies that the following supplies are qualify as designated country end products:

(Insert line item no.)

(Insert country of origin)

(iv) The offeror certifies that the following supplies qualify as Caribbean Basin country end products:

(Insert line item no.)

(Insert country of origin)

(v) The offeror certifies that the following supplies qualify as NAFTA country end products:

(Insert line item no.)

(Insert country of origin)

(vi) The offeror certifies that the following supplies are other nondesignated country end products:

(Insert line item no.)

(Insert country of origin)

(LIST AS NECESSARY)

(3) Offers will be evaluated by giving preference to U.S.-made end products, qualifying country end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products.

(g) **BUY AMERICAN ACT - NORTH AMERICAN FREE TRADE AGREEMENT (NAFTA) IMPLEMENTATION ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE (DFARS 252.225-7035). (Applies only if DFARS clause 252.225-7036, NORTH AMERICAN FREE TRADE AGREEMENT (NAFTA) IMPLEMENTATION ACT, clause is incorporated by reference in this solicitation.)**

(1) The offeror certifies that--

(i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product (as defined in the BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM clause of this solicitation); and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror must identify and certify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies qualify as "U.S.-made end products," but do not meet the definition of **"domestic end products"**:

(Insert line item number)

(ii) The offeror certifies that the following supplies are qualifying country (except Canada) end products:

(Insert line item number)

(Insert country of origin)

(iii) The offeror certifies that the following supplies qualify as NAFTA country end products:

(Insert line item number)

(Insert country of origin)

(iv) The offeror certifies that the following supplies are other foreign end products:

(Insert line item number)

(Insert country of origin)

(LIST AS NECESSARY)

(3) Offers will be evaluated by giving preference to U.S.-made end products, qualifying country end products, or NAFTA country end products over other end products.

**(h) CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD
(EXECUTIVE ORDER 12549).**

The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals

[] are
[] are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) [] have or
[] have not,

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

[] are or
[] are not

presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses.

**(i) CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS
(EXECUTIVE ORDER 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]**

(1) List End Product.

(Insert end product)

(Insert country of origin)

(Insert end product)

(Insert country of origin)

(Insert end product)

(Insert country of origin)

(Insert end product)

(Insert country of origin)

(Insert end product)

(Insert country of origin)

(2) **CERTIFICATION.** [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) ☐ The offeror will not supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) ☐ The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor. (FAR 52.212-3/Alts I/III)

ADDENDUM TO K1.01-10

K1.01-6 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

THE FAR REPRESENTATION IN THE FOLLOWING PARAGRAPH SHALL BE COMPLETED BY EACH OFFEROR WHOSE OFFER IS \$50,000 OR MORE AND WHO HAS 50 OR MORE EMPLOYEES.

This representation--

☐ DOES APPLY.

☐ DOES NOT APPLY.

The offeror represents that--

(a) It--

☐ has developed and has on file

☐ has not developed and does not have on file--

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It--

☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(FAR 52.222-25)

K1.01-12 SMALL BUSINESS PROGRAM NOTICE (DESC MAR 1999) NOTICE.

(a) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(b) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Act.

(DESC 52.219-9F25)

K12.04 BUY AMERICAN ACT - NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE (MAR 1998)

(a) **DEFINITIONS.** Domestic end product, foreign end product, NAFTA country end product, and qualifying country end product have the meanings given in the BUY AMERICAN ACT - NAFTA IMPLEMENTATION ACT - BALANCE OF PAYMENTS PROGRAM clause of this solicitation.

(b) **EVALUATION.** Offers will be evaluated in accordance with the policies and procedures of Part 225 of the DFARS. For line items subject to the NAFTA Implementation Act, offers of qualifying country end products or NAFTA country end products will be evaluated without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) **CERTIFICATIONS.**

(1) The offeror certifies that--

end product; and

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror must identify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies are qualifying country (except Canada) end products:

(Insert line item number)

(Insert country of origin)

(ii) The offeror certifies that the following supplies qualify as NAFTA country end products:

(Insert line item number)

(Insert country of origin)

(iii) The following supplies are other foreign end products:

(Insert line item number)

(Insert country of origin)

(DFARS 252.225-7035)

K15 RELEASE OF UNIT PRICES (DESC OCT 2002)

The Defense Energy Support Center (DESC) will continue to release unit prices of successful offerors after the contract award pursuant to 10 U.S.C. 2305(g)(2), FAR 15.606(d)(2) and 32 CFR 286h-3. Unit prices are the bottom-line price per unit of product and may include the total contract price. They do not include any breakout of costs, such as transportation or overhead, and do not disclose the offeror's anticipated profit or any pricing factors.

(DESC 52.224-9F25)

K33.01 AUTHORIZED NEGOTIATORS (DESC JAN 1998)

The first page of the offer must show names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate with the Government on the offeror's behalf in connection with this solicitation. The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations.

(DESC 52.215-9F28)

K45.04 FACSIMILE INVOICING (DESC JUL 1998)

(a) Submission of invoices by facsimile (FAX) is authorized when the offeror will utilize this method of invoicing at all times.

(b) Offeror shall indicate whether or not invoices will be submitted via FAX:

[] YES

[] NO

(c) Invoicing by facsimile shall be in accordance with the procedures of the applicable paying office.

(d) **RETURN OF INVOICES BY THE PAYING OFFICE.**

(1) Invoices deemed improper in accordance with the Prompt Payment Act may be returned to the Contractor via FAX with the reason for the return clearly annotated.

(2) The offeror's/Contractor's FAX number for returning improper invoices is _____.
(DESC 52.232-9F10)

K85 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) **DEFINITIONS.** As used in this provision--

(1) **Government of a terrorist country** includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) **Terrorist country** means a country determined by the Secretary of State, under Section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) **Significant interest**, as used in this provision means--

- (i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities.

Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

- (ii) Holding a management position in the firm, such as director or officer;

- (iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

- (v) Holding 50 percent or more of the indebtedness of a firm.

(b) **PROHIBITION ON AWARD.** In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) **DISCLOSURE.**

If the government of a terrorist country has a significant interest in the offeror or a subsidiary of the offeror, the offeror shall disclose such interest in an attachment to its offer. If the offeror is a subsidiary, it shall also disclose any significant interest each government has in any firm that owns or controls the subsidiary. The disclosure shall include--

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each Government.

(DFARS 252.209-7001)